Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRETCH ISLAND FRUIT, INC.		11/14/2005	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	KELLOGG NORTH AMERICA COMPANY
Street Address:	ONE KELLOGG SQUARE, PO BOX 3599
City:	BATTLE CREEK
State/Country:	MICHIGAN
Postal Code:	49016-3599
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2540349	STRETCH ISLAND
Registration Number:	2292889	STRETCH ISLAND FRUIT LEATHER

CORRESPONDENCE DATA

Fax Number: (269)961-3276

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 269-961-2170

Email: trademarks@kellogg.com
Correspondent Name: DAVID A HERDMAN

Address Line 1: ONE KELLOGG SQUARE, PO BOX 3599
Address Line 4: BATTLE CREEK, MICHIGAN 49016-3599

NAME OF SUBMITTER:

DAVID A HERDMAN

Signature:

/DAVID A HERDMAN/

Date: 11/21/2005

Total Attachments: 3

TRADEMARK REEL: 003197 FRAME: 0436

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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This assignment made this 14th day of November, 2005, by and between Stretch Island Fruit, Inc., a Washington corporation, having its principal place of business at P.O. Box 570, Grapeview, Washington 98546 (hereinafter "Assignor") and KELLOGG NORTH AMERICA COMPANY, a Delaware corporation, having its principal place of business at One Kellogg Square, Battle Creek, Michigan 49016 (hereinafter "Assignee").

WHEREAS, Assignor owns and is using, the trademarks identified in the attached schedule A (collectively, hereinafter the "Marks") in the United States.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged. Assignor hereby conveys, transfers and assigns to Assignee all rights, title, and interest in and to the Marks, all common-law rights, all federal registrations and applications identified in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title, and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.

This assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

CHI:1604027.2

TRADEMARK ASSIGNMENT

STRETCH ISLAND FRUIT, INC.

Signature: The Day

Typed: BOB SAGERSON

Title: CEO

Date: 11/14/65

KELLOGG NORTH AMERICA

Signature:

Typed: Sary H. Pilnick

Title: Vice President

Date: 11/14/05

SCHEDULE A

<u>Mark</u>	Reg. No.
STRETCH ISLAND	2,540,349
STRETCH ISLAND FRUIT LEATHER	2,292,889

RECORDED: 11/21/2005